

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST ADMINISTRATORS,
INC.,

Plaintiff,

v.

EVENT PRODUCTIONS, INC., a
California corporation,

Defendant

No.

COMPLAINT TO COLLECT TRUST
FUNDS PURSUANT TO EMPLOYER'S
PARTIAL WITHDRAWAL

I. PARTIES

1.1 Plaintiff, Northwest Administrators, Inc., is an organization incorporated under the laws of the State of Washington, with its principal place of business in King County, and is the authorized administrative agency for and the assignee of the Western Conference of Teamsters Pension Trust Fund (hereinafter "Trust").

1.2 The Western Conference of Teamsters Pension Trust Fund is an unincorporated association operating as a multiemployer Trust Fund pursuant to Section 302 of the Labor Management Relations Act of 1947, as amended, to provide retirement benefits to eligible participants.

1.3 Defendant is a California corporation.

II. JURISDICTION AND VENUE

2.1 This Court has jurisdiction over the subject matter of this action under Section 4301(c) of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §1451(c).

2.2 Venue is proper in this District under Section 4301(d) of ERISA, 29 U.S.C. §1451(d) because the Plaintiff Trust Fund is administered in this District.

III. STATEMENT OF THE CASE

3.1 Defendant is a party to a collective bargaining agreement with Locals 70, 2785, 287 and 986 of the International Brotherhood of Teamsters (hereinafter "Locals"), under which the Defendant was required to promptly and fully report for and pay monthly contributions to the Trust at specific rates for each hour of compensation (including vacations, holidays, overtime and sick leave) the Defendant pays to its employees who are members of the bargaining unit represented by the Locals. Such bargaining unit members are any of the Defendant's part-time or full-time employees who perform any work task covered by the Defendant's collective bargaining agreements with the Locals, whether or not those employees ever actually join the Locals.

3.2 Defendant and the Locals are also parties to an Employer-Union Certification under which Defendant agreed, among other things, to be bound by the Trust's Trust Agreement and Declaration of Trust.

1 3.9 More than sixty days have elapsed since the Trust provided Defendant
2 with written notification of its failure to make payments due on March 10, 2016 and
3 April 10, 2016.

4 3.10 Defendant has not initiated arbitration pursuant to 29 U.S.C. §1401.
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6 3.11 Based on Defendant's failure to make payment on its withdrawal liability
7 within sixty days after demand for payment from the Trust, the Defendant is in default
8 as defined under 29 U.S.C. § 1399(c)(5) and the Trust's Employer Liability Rules and
9 Procedures set forth in the Trust Agreement and Declaration of Trust.

10 3.12 As a consequence of Defendant's default pursuant to 29 U.S.C. §
11 1399(c)(5) and the Trust's Employer Liability Rules and Procedures set forth in the
12 Trust Agreement and Declaration of Trust, the Plaintiff requires immediate payment
13 of the outstanding amount of the Defendant's partial withdrawal liability.
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15 IV. PRAYER FOR RELIEF

16 WHEREFORE, Plaintiff prays to the Court for judgment against the Defendant
17 as follows:

- 18 A. For withdrawal liability payment due in the amount of \$34,840.81;
19 B. For liquidated damages in the amount of \$6,968.17;
20 C. For all accrued interest;
21 D. For all attorneys' fees and costs incurred by the Trust in connection with
22 Defendant's obligations; and
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1 E. For such other and further relief as the Court may deem just and
2 equitable.

3 Respectfully submitted,

4 REID, McCARTHY & BALLEW, L.L.P.

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7 Russell J. Reid, WSBA #2560
8 Attorney for Plaintiff
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